

1
2
3
4
5 EDWARD COTRELLE TIDWELL,
6 Plaintiff,
7
8 v.
9

10 CARRINGTON REAL ESTATE SERVICES
11 (US), LLC, *et al.*,
12 Defendants.
13

14 No. C 17-00437 WHA
15

16 **ORDER GRANTING
17 DEFENDANTS'
18 MOTIONS TO DISMISS**

19 In this purported civil rights action, pro se plaintiff's first amended complaint, to the
20 extent comprehensible, fails to state a plausible claim for relief. Defendants' motions to dismiss
21 are **GRANTED**.

22 Pro se plaintiff Edward Cottrelle Tidwell filed this action against Carrington Holding
23 Company, LLC; Carrington Real State Services (US), LLC; Carrington Real Estate Services
24 (CA), Inc.; Michelle De Bord-Ridge; Snyder Real Estate Group; Debora Horne Snyder;
25 Elizabeth M. Counts; United States Bankruptcy Court, Northern District of California-Oakland
26 Division; Superior Court of California, County of Contra Costa; Contra Costa County of the
27 District Attorney; Contra Costa County Office of the Sheriff; Naiman Law Group, PC; and
28 Parker Ibrahim & Berg LLC, on January 27, 2017. He amended his complaint on February 1,
2017 (Dkt. No. 4).

29 In March 2017, Carrington Holding Company, LLC; Carrington Real State Services
30 (US), LLC; Carrington Real Estate Services (CA), Inc.; and Michelle De Bord-Ridge sought
31 dismissal pursuant to FRCP 12(b)(6). Tidwell then voluntarily dismissed all but one of the

1 Carrington defendants (Dkt. No. 30). A subsequent order dismissed Tidwell's claims against the
2 remaining movants Michelle De Bord-Ridge and Carrington Real Estate Services (CA), Inc. (Dk.
3 No. 35). Tidwell did not seek leave to amend, instead filing a voluntary dismissal of De Bord-
4 Ridge and Carrington Real Estate Services (CA), Inc. (Dkt. No. 39).

5 Tidwell similarly voluntarily dismissed the Superior Court of California, County of
6 Contra Costa; Contra Costa County of the District Attorney; Contra Costa County Office of
7 the Sheriff; and Naiman Law Group, PC after each party filed a motion to dismiss pursuant to
8 FRCP 12(b)(6) (Dkt. Nos. 47, 49, 54).

9 Four other parties — Snyder Real Estate Group, Debora Horne Snyder, Elizabeth Counts
10 (collectively, “Snyder Real Estate Group”), and Parker Ibrahim & Berg LLC — now seek
11 dismissal pursuant to FRCP 12(b)(6). This order follows full briefing as well as oral argument.*

12 The pleading standard under FRCP 8 does not require “detailed factual allegations,”
13 but it does require more than an “unadorned, the-defendant-unlawfully-harmed-me accusation.”
14 *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). Thus, to survive a motion to dismiss, a plaintiff’s
15 complaint must plead “enough facts to state a claim to relief that is plausible on its face.”
16 *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007). A claim has facial plausibility when the
17 party asserting it pleads factual content that allows the court to draw the reasonable inference
18 that the defendant is liable for the misconduct alleged. *Iqbal*, 556 U.S. at 678.

19 Tidwell’s first amended complaint, a form complaint for violation of civil rights,
20 identifies the basis for jurisdiction as Section 1983 of Title 42 of the United States Code and
21 seeks, among other things, ten million dollars in general damages and five hundred thousand in
22 punitive damages (Dkt. No. 4 at 5).

23 Tidwell, rather than stating an actual claim for relief in the form complaint, instead refers
24 repeatedly to a separate attachment and letter dated January 20, 2017, to Judge William Lafferty
25 of this district’s bankruptcy court, wherein Tidwell requests a variety of relief in a separate
26 proceeding there. The attachment includes a laundry list of purported violations pursuant to

27
28 * Tidwell filed his opposition to Snyder Real Estate Group ten days after the deadline of June 6, 2017
(Dkt. No. 57). Despite this untimely response, this order reaches and grants Snyder Real Estate Group’s motion
on its merits.

1 Section 1343 of Title 28 of the United States Code; Sections 1983, 3601, 12132, 12182, and
2 12203 of Title 42 of the United States Code; purported violations of the Fifth, Sixth, and
3 Fourteenth Amendments; and Article I, Section 7 of the California Constitution, all of which
4 he claims are supported by the letter to Judge Lafferty (*id.* at 9–11).

5 Even together, the complaint, letter, and attachment fail to state a comprehensible claim
6 against Snyder Real Estate Group or Parker Ibrahim & Berg. None of the materials allege that
7 Snyder Real Estate Group or Parker Ibrahim & Berg are state actors, or that they acted under
8 the color of California or federal Law as Tidwell now asserts in his responses to their separate
9 motions to dismiss (Dkt. Nos. 57 at 6; 65 at 5).

10 A prior order gave Tidwell leave to amend his complaint (*see* Dkt. No. 35). Instead, he
11 voluntarily dismissed all claims against the remaining movants. His amended complaint
12 continues to fall short even as to Snyder Real Estate Group and Parker Ibrahim & Berg.
13 Further leave to amend would be futile.

14 In Tidwell’s oppositions, he renews, yet again, a request for pro bono counsel (*see* Dkt.
15 Nos. 57 at 7; 65 at 6). This request is **DENIED** as moot. His requests for judicial notice are
16 similarly **DENIED** as moot.

17 * * *

18 Tidwell has not only appealed adverse rulings before the undersigned judge, but has
19 also separately sued the U.S. Bankruptcy Court, Northern District of California in this civil
20 action for the same meritless claims. This is fallacious. If this tactic is indulged here there
21 would be nothing stopping Tidwell from responding to future adverse rulings by suing this
22 district court, our court of appeal, and the Supreme Court of the United States based on meritless
23 theories. This is unthinkable. If there is any substance to Tidwell’s bankruptcy appeal then he
24 will get all the relief he is entitled to against the bankruptcy court in due course.

25
26
27
28

United States District Court

For the Northern District of California

1 Meanwhile, his claims for relief against the U.S. Bankruptcy Court, Northern District are
2 dismissed as frivolous. This order disposes of all remaining claims. Judgment will follow.
3

4 **IT IS SO ORDERED.**

5
6 Dated: August 14, 2017.
7


WILLIAM ALSUP
UNITED STATES DISTRICT JUDGE

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28